

1 Ryan M. Best, WSBA 33672
2 Michael R. Merkelbach, WSBA 55389
3 Jacob A. Mark, WSBA 54280
4 Best Law PLLC
5 905 W. Riverside, Suite 409
6 Spokane, WA 99201
7 Phone: (509) 624-4422
8 Fax: (509) 703-7957
9 Email: ryan.best@bestlawspokane.com
10 Attorney for Plaintiffs

11 **IN UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF WASHINGTON**

13 RUSSELL JONES,
14 Plaintiff,
15 vs.
16 GRANT COUNTY HOSPITAL DIST.
17 NO. 1 d/b/a SAMARITAN
18 HOSPITAL, a Washington
19 Municipality, JULIE WEISENBURG,
20 individually and as an agent of
GRANT COUNTY HOSPITAL DIST.
NO. 1 d/b/a SAMARITAN
HOSPITAL, and JULIE
WEISENBURG and JOHN DOE
WEISENBURG, the marital
community thereof.

21 Defendants.

22 **COMPLAINT FOR DAMAGES**
AND JURY DEMAND

23 Plaintiff Russell Jones, by and through his attorneys, Ryan Best, Jacob Mark,
24 and Michael Merkelbach, of Best Law, PLLC, and for causes of action against the
25 above-named Defendants, complains and alleges as follows:
26
27
28

COMPLAINT FOR DAMAGES
AND JURY DEMAND-1

1 **I. PARTIES, JURISDICTION, AND VENUE**

2 1.1 Russell Jones is a resident of Grant County, which is within the
3 Eastern District of Washington.

4 1.2 Russell Jones (hereinafter “Mr. Jones”) is an Advanced Registered
5 Nurse Practitioner and worked for Defendant Grant County Public Hospital
6 District No. 1 d/b/a Samaritan Healthcare (“Samaritan”) from July 24, 2017 until
7 Samaritan simultaneously terminated his employment and revoked his clinical
8 privileges on April 5, 2019 – ten days before Mr. Jones was to start his new
9 position with Sound Physicians Emergency Medicine of Washington, PLLC using
10 his clinical privileges at Samaritan Hospital.

11 1.3 Samaritan is a Washington Municipality conducting business within
12 the Eastern District of Washington and previously employing Russell Jones.

13 1.4 Julie Weisenburg and John Doe Weisenburg are married residents of
14 Grant County.

15 1.5 Julie Weisenburg is an employee and agent of Defendant Samaritan.

16 1.6 Plaintiff brings this action against Julie Weisenburg as an
17 employee/agent of Samaritan and in her individual capacity.

18 1.7 The Defendants’ alleged unlawful acts and omissions were committed
19 within the jurisdiction of the United States District Court for the Eastern District
20 of Washington.

1 1.8 The Federal Court for the Eastern District of Washington has
2 jurisdiction over this matter pursuant to 28 U.S.C. § 1331.
3

4 1.9 Venue is proper in the Federal Court for the Eastern District of
5 Washington under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(b)(2) as the
6 Defendant resides in the Eastern district of Washington and the acts and omissions
7 took place within the Eastern District of Washington.
8

9 1.10 Jurisdiction and Venue are thus proper.
10

II. FACTS

12 2.1 Mr. Jones started working at Samaritan as an ARNP on July 24, 2017.

13 2.2 On February 12, 2019, Sound Physicians Emergency Medicine of
14 Washington, PLLC (“Sound Physicians”) – the soon-to-be new owner of
15 Samaritan Hospital – offered Mr. Jones a position as a Nurse Practitioner starting
16 April 15, 2019.
17

18 2.3 A true and correct copy of Sound Physicians’ February 12, 2019 job
19 offer to Mr. Jones is attached to this Complaint as **Exhibit 1**.
20

21 2.4 On March 18, 2019, Mr. Doe¹ came to the Samaritan Hospital
22
23

24 ¹ The actual patient’s name is known to all parties and is only withheld from this
25 pleading to protect the privacy of the patient. The actual patient will be referred
26 to as Mr. Doe and the patient’s spouse will be referred to as Mrs. Doe.
27

1 emergency department seeking treatment (a second time) for rectal bleeding that
2 had worsened since his first treatment at Samaritan Hospital.
3

4 2.5 On March 7, 2019, Samaritan first treated Mr. Doe for rectal bleeding.

5 2.6 At 5:04 p.m. on March 18, 2019, Mr. Doe returned to the Samaritan
6 Hospital Emergency Department because the bleeding had worsened.
7

8 2.7 Dr. Frank was the doctor assigned to Mr. Doe's treatment.

9 2.8 Samaritan, through Dr. Frank and Mr. Jones, performed several tests,
10 including a mandatory digital rectal examination, to diagnose and treat Mr. Doe's
11 rectal bleeding.
12

13 2.9 At 6:14 p.m., Mr. Jones ordered the following tests:
14

15 2.9.1 CBC, PLT, & Auto Diff;

16 2.9.2 Comprehensive Metabolic Panel;

17 2.9.3 Partial Thromboplastin Time; and

18 2.9.4 Prothrombin Time.
19

20 2.10 At 7:05 p.m. on March 18, 2019, Mr. Jones discussed the test results
21 with Mr. and Mrs. Doe in the Doe's hospital room.
22

23 2.11 Between 7:13 p.m. and 7:14 p.m. on March 18, 2019, Samaritan
24 discharged Mr. Doe, provided Mr. Doe with his discharge paperwork, and took
25 vitals for Mr. Doe at discharge.
26

27 2.12 Mr. Doe was in the emergency department for over two hours.
28

1 2.13 In the two hours that Mr. Doe was present, no Samaritan employee
2 heard or saw anything suggesting that Mr. Jones assaulted, or in any way
3 mistreated, Mr. Doe – as verified by two separate investigations; one performed
4 by Samaritan and one performed by the Nursing Care Quality Assurance
5 Commission (“NCQAC”).
6

7 2.14 At approximately 8:45 p.m. on May 18, 2019, Mrs. Doe sent a
8 complaint, through Facebook Messenger, alleging that Mr. Jones sexually
9 assaulted Mr. Doe.
10

11 2.15 After learning of the allegation against Mr. Jones, Defendants
12 Weisenburg and Samaritan suspended Mr. Jones’s employment, pending the result
13 of Samaritan’s investigation of the allegations.
14

15 2.16 Defendants Samaritan and Weisenburg chose to handle the March 18,
16 2019 allegation “via employment versus on the medical side of things.”
17

18 2.17 Despite allegedly finding the Mrs. Doe sexual assault allegations to be
19 credible, Samaritan did not report Mr. Jones to the police, did not report Mr. Jones
20 to the NCQAC for sexual misconduct, nor did Samaritan revoke Mr. Jones’s
21 clinical privileges in order to protect the public.
22

23 2.18 On April 4, 2019, Samaritan informed Mr. Jones that it planned on
24 terminating his employment at Samaritan, and Samaritan invited Mr. Jones to
25 defend his employment the next day at a hearing on April 5, 2019.
26

1 2.19 A true and correct copy of Samaritan’s April 4, 2019 letter is attached
2 to this Complaint as **Exhibit 2**.
3

4 2.20 On April 5, 2019, Defendants Samaritan and Weisenburg terminated
5 Mr. Jones’s employment at Samaritan.
6

7 2.21 Mr. Jones’s being employed at Samaritan was not a condition for his
8 being eligible to start his new position as a Nurse Practitioner for Sound
9 Physicians, scheduled to begin 10 days after Ms. Weisenburg fired him.
10

11 2.22 Defendants Samaritan and Weisenburg simultaneously revoked Mr.
12 Jones’s clinical privileges at Samaritan Hospital and terminated Mr. Jones’s
13 employment at Samaritan Hospital on April 5, 2019.
14

15 2.23 Samaritan testified that it has a policy to routinely revoke a provider’s
16 clinical privileges automatically when Samaritan terminates a provider’s
17 employment.
18

19 2.24 Samaritan intentionally handled Mr. Jones’s termination process “via
20 employment versus on the medical side of things.”
21

22 2.25 Because Samaritan was not using “the medical side of things,”
23 Samaritan never initiated the peer-review process.
24

25 2.26 Defendants Samaritan and Ms. Weisenburg knew that terminating Mr.
26 Jones’s employment and revoking his clinical privileges would require them to
27 “pursue 2 paths simultaneously 1) HR [and] 2) Medical Staff . . . peer review[.]”
28

1 2.27 Despite knowing it needed to pursue a peer review process to revoke
2 Mr. Jones's clinical privileges, Defendant Samaritan never gave Mr. Jones notice
3 that it was considering revoking Mr. Jones's clinical privileges at Samaritan
4 Hospital.

5 2.28 Defendant Samaritan never gave Mr. Jones the opportunity to defend
6 his clinical privileges at Samaritan Hospital before Ms. Weisenburg revoked his
7 clinical privileges on April 5, 2019.

8 2.29 Defendants Samaritan and Ms. Weisenburg intended to revoke Mr.
9 Jones's clinical privileges without ever pursuing the required peer review process.

10 2.30 Neither Defendant Samaritan nor Defendant Ms. Weisenburg
11 provided Mr. Jones with notice informing him that Defendants suspended his
12 clinical privileges pending the results of a post-deprivation hearing, or some other
13 formal hearing wherein Mr. Jones could advocate for his innocence and defend his
14 clinical privileges, his professional reputation, and/or his eligibility for his new job
15 with Sound Physicians.

16 2.31 Neither Defendant Samaritan nor Defendant Ms. Weisenburg
17 provided Mr. Jones with notice informing him that his clinical privileges were
18 potentially going to be revoked on April 5, 2019.

19 2.32 Because Defendants Samaritan and Weisenburg revoked Mr. Jones's
20 clinical privileges at Samaritan Hospital simultaneously when they terminated Mr.
21

1 Jones's employment at Samaritan Hospital on April 5, 2019, Mr. Jones could no
2 longer satisfy section 1.A.iii of his Employment Agreement with Sound
3 Physicians, one of the conditions Mr. Jones was required to satisfy in order to be
4 eligible to start working for Sound Physicians as a Nurse Practitioner at Samaritan
5 Hospital.
6

7 2.33 Because Sound Physicians required Mr. Jones to have clinical
8 privileges at Samaritan Hospital and Defendants Samaritan and Weisenburg
9 revoked Mr. Jones's clinical privileges at Samaritan Hospital 10 days before Mr.
10 Jones's new job was supposed to start, Sound Physicians rescinded its job offer
11 for Mr. Jones to work as a Nurse Practitioner at Samaritan Hospital.
12

13 2.34 Had Samaritan not wrongfully terminated his privileges, Mr. Jones
14 would have started work for Sound Physicians on April 15, 2019.
15

16 2.35 Defendants Samaritan and Weisenburg knew that Mr. Jones's
17 Employment Agreement with Sound Physicians was scheduled to start on April
18 15, 2019.
19

20 2.36 If Mr. Jones started his Nurse Practitioner job with Sound Physicians,
21 Defendants Samaritan and Weisenburg would not be able to terminate Mr. Jones's
22 employment as easily as they did.
23

24 2.37 On March 18, 2019, Defendants Samaritan and Weisenburg knew that
25
26
27
28

1 Samaritan would not be able to conduct a peer-review process *and* perform an
2 “employment matter” investigation before April 15, 2019.
3

4 2.38 Defendants Samaritan and Weisenburg knew that there were separate
5 procedures for terminating non-provider employees and medical providers whose
6 clinical privileges were at risk of revocation.
7

8 2.39 Despite knowing about the separate procedures, Defendants chose not
9 to pursue “the medical provider side of things” when handling the March 18, 2019
10 allegations against Mr. Jones.
11

12 2.40 Defendants Samaritan and Weisenburg used the March 18, 2019
13 allegations against Mr. Jones as a pretext to terminate Mr. Jones’s employment at
14 Samaritan, and used the employment termination to terminate Mr. Jones’
15 privileges at Samaritan Hospital without due process to terminate his ability to
16 work at Samaritan Hospital.
17

18 2.41 Defendants Samaritan and Weisenburg used Mr. Jones’s employment
19 termination as a basis for revoking his clinical privileges at Samaritan Hospital.
20

21 2.42 Defendant could have suspended Mr. Jones’s clinical privileges and
22 scheduled a post-deprivation hearing, but since Samaritan’s investigation of the
23 March 18, 2019 allegations against Mr. Jones could not be corroborated, and
24 because Mr. Doe’s statements were contradicted by all available independent
25
26
27
28

1 evidence, Defendants knew that a peer-review would not result in the revocation
2 of Mr. Jones's clinical privileges at Samaritan Hospital.
3

4 2.43 Further, Defendants needed to terminate Mr. Jones' privileges prior to
5 his beginning work for Sound Physicians.

6 2.44 If Mr. Jones's clinical privileges were not terminated, he would have
7 been able to start his new Nurse Practitioner job with Sound Physicians, and
8 Defendants would not have been able to stop Mr. Jones from working for Sound
9 Physicians.
10
11

12 III. CAUSES OF ACTION

13 A. Violations of 42 U.S.C. § 1983 Civil Rights – Samaritan Intentionally 14 Denied Mr. Jones's Due Process Rights

15 3.1 Mr. Jones's employment arrangement with Samaritan is distinct from
16 his clinical privileges at Samaritan.
17

18 3.2 Mr. Jones's clinical privileges and medical reputation are protected
19 property interests subject to procedural protections separate from the procedural
20 protections for Mr. Jones's employment arrangement with Samaritan.
21

22 3.3 Samaritan simultaneously revoked Mr. Jones's privileges when it and
23 Ms. Weisenburg terminated Mr. Jones on April 5, 2019.
24

25 3.4 Samaritan never gave Mr. Jones notice of a post-deprivation hearing
26 after revoking Mr. Jones's privileges on April 5, 2019.
27
28

1 3.5 To date, Samaritan has never performed a peer-review of Mr. Jones
2 related to Samaritan's April 5, 2019 revocation of Mr. Jones's privileges.
3

4 3.6 Ms. Weisenburg who is not a physician terminated Mr. Jones's
5 privileges based on her sworn testimony or Samaritan as Samaritan's corporate
6 representative.
7

8 3.7 By revoking Mr. Jones's clinical privileges at Samaritan Hospital on
9 April 5, 2019, Mr. Jones could not satisfy the section 1.A.iii of his Employment
10 Agreement with Sound Physicians.
11

12 3.8 Samaritan has a custom and policy of revoking a provider's clinical
13 privileges without medical review whenever Samaritan terminated a provider's
14 employment, as testified by Samaritan's 30(b)(6) designee.
15

16 3.9 Samaritan's established custom or practice of simultaneously
17 revoking clinical privileges and terminating employment of a medical provider,
18 even when Samaritan denied the medical provider a separate opportunity to defend
19 his clinical privileges – or advocate for himself at all regarding his defense of his
20 clinical privileges – deprived Mr. Jones of his constitutional right to due process.
21

22 3.10 Neither Samaritan nor Ms. Weisenburg provided Russell Jones notice
23 or an opportunity to participate in Samaritan's privilege processes prior to
24 Defendants' terminating his employment and simultaneously revoking his clinical
25 privileges based on his employment termination.
26

1 3.11 Neither Samaritan nor Ms. Weisenburg provided Russell Jones notice
2 or meaningful opportunity to participate in a peer-review proceeding to defend his
3 clinical privileges.
4

5 3.12 On April 5, 2019, Samaritan and Ms. Weisenburg terminated Mr.
6 Jones and simultaneously revoked his clinical privileges at Samaritan Hospital
7 based substantially on a March 18, 2019 patient complaint that Samaritan never
8 fully investigated and which the Department of Health dismissed for insufficient
9 evidence.
10

11 3.13 After March 18, 2019, Samaritan chose to pursue discipline against
12 Mr. Jones as an “employment matter” and chose not to pursue a peer-review driven
13 method of discipline.
14

15 3.14 Mr. Jones was damaged due to these institutional policies utilized by
16 Samaritan.
17

18 3.15 Defendants intentionally deprived Mr. Jones of his constitutional right
19 to due process by acknowledging the need to perform a peer review, choosing to
20 remain silent about any peer review process, provided no notice of its intent to
21 revoke Mr. Jones’s clinical privileges, and revoking Mr. Jones’s privileges without
22 allowing him to advocate for himself or defend his license and without review by
23 any medically trained personnel. All of this resulted in damages to Mr. Jones and
24 the loss of his employment with Sound Physicians.
25
26
27

IV. PRAYER FOR RELIEF

Mr. Jones respectfully demands a jury trial and further compensation for all injury and damages suffered. To wit:

A. Both economic and non-economic damages suffered individually and by the marital community in amounts to be proven at trial including, but not limited to: the salary Mr. Jones would have earned had he not lost his clinical privileges without due process, the cost of searching for a new job without the benefit of having existing clinical privileges, months of utilizing savings to supplement living expenses after Defendants disqualified Mr. Jones for the job scheduled to start on April 15, 2019, mental anguish and emotional distress, feelings of unjust treatment, reputational harm, anxiety, humiliation, and personal indignity.

B. Liquidated damages, interest, and all other damages as allowed under the law to all Plaintiffs;

C. The payment of attorney fees, costs, litigation expenses, expert witness costs, adverse tax consequences, front pay, back pay, and all other damages allowed under the law and equity including 42 U.S.C. § 1988; and

D. Punitive Damages for Defendants' reckless and callous indifference to Mr. Jones's constitutional right to due process and for Defendants' evil intent to deprive him of his right.

1
2 Dated this 18th day of January 2022.
3
4

5 **BEST LAW PLLC**
6

7 By: /s/ Michael R. Merkelbach
8 Ryan M. Best, WSBA 33672
9 Michael R. Merkelbach, WSBA 55389
10 Jacob A. Mark, WSBA 54280
11 Best Law PLLC
12 905 W. Riverside, Suite 409
13 Spokane, WA 99201
14 Phone: (509) 624-4422
15 Fax: (509) 703-7957
16 Email: bestlawpllc@bestlawspokane.com
17 Attorneys for Plaintiffs
18
19
20
21
22
23
24
25
26
27
28